

**AGREEMENT BETWEEN  
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS  
LOCAL 2595, AND KING COUNTY**

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**AGREEMENT BETWEEN  
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LOCAL 2595, AND KING COUNTY**

These Articles constitute an agreement, terms of which have been negotiated in good faith, between King County (County) and I.A.F.F., Local 2595 (Union). This Agreement shall be subject to approval by ordinance of the County Council of King County, Washington.

**ARTICLE 1: PURPOSE**

The intent and purpose of this Agreement is to promote the continued improvement of the relationship between the County and its employees by providing a uniform basis for implementing the right of public employees to join organizations of their own choosing, and to be represented by such organizations in matters concerning their employment relations with the County and to set forth the wages, hours and other working conditions of such employees in appropriate bargaining units provided the County has authority to act on such matters and further provided the matter has not been delegated to any civil service commission or personnel board similar in scope, structure and authority as defined in R.C.W. 41.56.

1 **ARTICLE 2: UNION RECOGNITION AND MEMBERSHIP**

2 **Section 1.** The County recognizes I.A.F.F., Local 2595, as the exclusive bargaining  
3 representative of Physician Trained, Mobile Intensive Care Paramedics as defined by R.C.W.  
4 18.71.200 and Paramedic Supervisors and who are employed by the Emergency Medical Services  
5 Division of King County. It shall be the mission and purpose of the Paramedics and Paramedic  
6 Supervisors of the County to provide quality emergency medical care to all the citizens in the  
7 Medic 1 jurisdiction.

8 **Section 2. Union Security.** It shall be a condition of employment that all regular full-time  
9 employees who are members of the Union on the effective date of this Agreement, shall remain  
10 members in good standing, except as otherwise restricted, or provided for, by law.

11 It shall also be a condition of employment that regular full-time employees covered by this  
12 Agreement and hired on or after its effective date shall, on the thirtieth (30th) day following such  
13 employment, become and remain members in good standing in the Union, except as otherwise  
14 restricted, or provided for by law.

15 Provided, that an employee with a bona fide religious objection to union membership and/or  
16 association based on the bona fide tenets or teachings of a church or religious body of which such  
17 employee is a member shall not be required to tender those dues or initiation fees to the Union as a  
18 condition of employment. Such employee shall pay an amount of money equivalent to regular union  
19 dues and initiation fee to a non-religious charity mutually agreed upon between the public employee  
20 and the Union. The employee shall furnish written proof that payment to the agreed upon non-  
21 religious charity has been made. If the employee and the Union cannot agree on the non-religious  
22 charity, the Public Employment Relations Commission shall designate the charitable organization. It  
23 shall be the obligation of the employee requesting or claiming the religious exemption to show proof  
24 to the Union that he/she is eligible for such exemption.

25 **Section 3. Dues Deduction.** Upon receipt of written authorization individually signed by a  
26 bargaining unit employee, the County shall have deducted from the pay of such employee the amount  
27 of dues as certified by the secretary of I.A.F.F., Local 2595, and shall transmit the same to the  
28 treasurer of Local 2595.

1 The I.A.F.F., Local 2595, will indemnify, defend, and hold the County harmless against any  
2 claims made and against any suit instituted against the County on account of any check-off of dues.  
3 The I.A.F.F., Local 2595, agrees to refund to the County any amounts paid to it in error on account of  
4 the check-off provision upon presentation of proper evidence thereof.

5 **Section 4.** The County will require all new employees, hired in a position included in the  
6 bargaining unit, to sign a form (in triplicate), which will inform them of the Union's exclusive  
7 recognition.

8 **Section 5.** The County will transmit to the Union a current listing of all employees in the  
9 bargaining unit within thirty (30) days of request for same but not to exceed twice per calendar year.  
10 Such list shall include the name of the employee, classification, and salary.

11 **Section 6.** The County shall permit the Union to hold Union Meetings and Executive Board  
12 Meetings at the Medic One Office, provided such meetings do not interfere with the program  
13 operations.

**ARTICLE 3: MANAGEMENT RIGHTS**

The Union recognizes that the County has the obligation of serving the public with the highest quality of medical care, efficiently and/or economically meeting medical emergencies. The Union further recognizes the right of the County to operate and manage the division including but not limited to the right to:

- a. require standards of performance and to maintain order and efficiency;
- b. to direct employees and to determine job assignments and working schedules;
- c. to determine the materials and equipment to be used;
- d. to implement improved operational methods and procedures;
- e. to determine staffing requirements;
- f. to determine the kind and location of facilities;
- g. to determine whether the whole or any part of the operation shall continue to operate;
- h. to select and hire employees;
- i. to develop and modify classification specifications of employees;
- j. to promote and transfer employees;
- k. to discipline, demote and discharge employees for just cause, provided, however, the County reserves the right to discharge any employee deemed to be incompetent based upon reasonably related job criteria and exercised in good faith;
- l. to lay off employees for lack of work;
- m. to recall employees;
- n. to require reasonable overtime work of employees;
- o. to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement; and
- p. to define and implement a new bi-weekly payroll system. Implementation of such a system may include a conversion of wages and leave benefits into hourly amounts. The parties recognize King County's exclusive right to make the changes necessary to implement such payroll system, provided that the parties agree to bargain the impact of such change prior to the

1 implementation of such system.

2         With respect to policies and procedures relating to personnel and practices, and to the  
3 conditions of employment not specifically covered by this agreement; the County may rely on  
4 existing County Personnel Guidelines and negotiate over mandatory subjects of bargaining.  
5 However, the parties agree that the County retains the right to implement any changes to policies or  
6 practices, after discussion with the Union, where those policies or practices do not concern  
7 mandatory subjects of bargaining.

8         The parties recognize that the above statement of management responsibilities is for  
9 illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude  
10 management function. All functions, rights, powers, and authority of the County not specifically  
11 abridged, delegated, or modified by this Agreement are recognized by the Union as being retained by  
12 the County.

## **ARTICLE 4: FURLOUGH DAYS**

**Section 1.** Paramedics and Paramedic Supervisors assigned to 24-hour shifts shall receive furlough days with pay in lieu of vacation and holiday time off with pay as follows:

<b>Years of Continuous Service from Date of Certification</b>	<b>Monthly Credit</b>	<b>Equivalent Annual Furlough Credit</b>
Upon completion of Harborview Medical Training, an employee will receive 108 hours of furlough credit.		
Six (6) months to three (3) years of continuous service.	18 hours	(216 hours) 9 24-hour shifts
More than three (3) years but less than twelve (12) years of continuous service.	22 hours	(264 hours) 11 24-hour shifts
More than twelve (12) years of continuous service.	26 hours	(312 hours) 13 24-hour shifts
More than twenty (20) years of continuous service.	30 hours	(360) 15 24-hour shifts
More than twenty five (25) years of continuous service.	34 hours	(408) 17 24-hour shifts

**Section 1A.** Paramedic Supervisors and Paramedics assigned to a 40-hour workweek for one calendar month or more shall accrue vacation time off with pay at the following schedule:

<b>Years of Service</b>	<b>Monthly Vacation Credit</b>	<b>Annual Vacation Credit</b>	<b>Maximum Accumulation Allowed</b>
0-3 years	6.66 hours per month	80 hours	480 hours
4-12 years	10 hours per month	120 hours	480 hours
12+ years	13.33 hours per month	160 hours	480 hours
More than twenty (20) years of continuous service.	16 hours per month	192 hours	480 hours
More than twenty five (25) years of continuous service.	19.33 hours per month	232 hours	480 hours

Vacation may be used in one-half hour increments, at the discretion of the department director or division manager.

**Section 2.** Furlough accumulation in excess of 576 hours (for shift employees) or 480 hours (for 40 hour employees) must be used by year end or it will be cashed out at 100% of the current year's wage rate. "Current" year refers to the year in which the excess accumulation occurred. If such hours are not cashed out by the last pay date in March of the following year, the employee will be cashed out at the rate of pay s/he is earning as of the date of the cash out.

**Section 3.** Paramedics employed by the County on October 1, 1979, shall have years of continuous service computed from the date upon which each entered the Paramedic Training Program which resulted in their present employment.

**Section 4.**

a. By September 15 of the proceeding year, management shall provide a year-long schedule to the Union which includes changes in the platoon rosters.

b. On November 1, the annual furlough schedule shall be submitted to management for approval and assignment of Medic X shifts per contractual agreement.

c. Prior to December 1, management shall post the actual annual schedule, including Medic X shifts, shifts which may need to be covered by voluntary overtime, and a list, by Paramedic, of UMX days, per Article 9, Section 2c. Paramedics will be granted their requested furlough shifts, provided they can be covered by Medic X shifts or voluntary overtime.

Note: If the Union fails to present a complete furlough schedule by November 1, management will complete the schedule, including the assignment of all furlough shifts.

**Section 5.**

a. There shall be a maximum limit of five (5) furlough shifts granted for the same work shift, provided, however, that during the period of October 1 through December 31 there shall be a maximum limit of six (6) furlough shifts granted for the same work shift. The maximum limits shall be waived in granting unscheduled furlough during the year when the shift is covered by means of transferring hours from a third-person shift or from the UMX pool. There shall be a labor/management meeting annually, by the first week of September to review and adjust these maximum limits as necessary.

b. If two or more consecutive shifts of furlough are scheduled, no x-shifts shall be

1 assigned after the last regularly scheduled working day prior to scheduled days off through the period  
2 to the next regularly scheduled working day following the scheduled shifts off.

3           c. Any furlough scheduled prior to an unscheduled transfer shall be honored or  
4 rescheduled. If furlough cannot be honored or rescheduled, the employee will be compensated at the  
5 overtime rate of pay of time and one-half (1-1/2) for any canceled furlough.

6           d. Furlough that has not been scheduled according to the procedures outlined in  
7 Section 4 of this Article will be granted on a first come, first served basis by the Division Manager or  
8 his/her designee, provided that the furlough can be covered on a voluntary basis with hours from an  
9 UMX or scheduled third-person shift. If the request for unscheduled furlough cannot be covered in  
10 this manner, then it may be granted by the Division Manager or his/her designee (again with  
11 coverage on a voluntary basis). Unscheduled furlough may be taken in one (1) hour increments with  
12 a minimum of three (3) hours (the three (3) hour minimum shall not apply to shift change). In  
13 addition, if the Paramedic or Shift Paramedic Supervisor commits to year in advance scheduling of  
14 75% or more of their annual furlough accrual (rounded to the nearest whole shift), he/she may use the  
15 residual, or up to seventy-two (72) hours, in the form of Special Request Furlough, provided that  
16 voluntary coverage can be found. Further, the usage of Special Request Furlough of this type shall  
17 be limited to forty-eight (48) hours in a trimester. All Special Request Furlough is non-accruable.

18           e. For PERS I employees, at the time of retirement, the County will pay the maximum  
19 furlough accumulation allowable under the law to the retiring employee. Furlough accumulation in  
20 excess of allowable maximum hours must be used by the employee pursuant to this Article prior to  
21 the date of retirement or it will be lost.

22           f. The annual furlough schedule submitted by the Union shall contain a minimum  
23 number of furlough shifts scheduled each trimester. A ratio of: number of Paramedics/Paramedic  
24 Shift Supervisor/30 X 75 shall determine this minimum. Such minimum shall be lowered to a  
25 number reached by mutual agreement of the Employer and the Union in those trimesters when new  
26 employees are restricted by contract from utilizing furlough. The Union will assign furlough shifts if  
27 the minimums are not met. Furlough shifts granted after December 1, pursuant to Section 5(d)  
28 above, will not be counted toward furlough shift minimums.

**Section 6.** Paramedic Supervisors and Paramedics assigned to a 40-hour workweek for one calendar month or more shall observe the following holidays:

1. January 1, New Year's Day
2. Presidents Day
3. Memorial Day
4. July 4
5. Labor Day
6. Thanksgiving Day
7. Christmas Day
8. Personal Holidays pursuant to Personnel Guidelines

Veteran's Day, Martin Luther King Jr.'s Birthday, and the day after Thanksgiving are recognized as holidays by King County and shall result in the Paramedic Supervisors having the day off or receiving an additional vacation day as determined by the Employer; provided that they must be on a pay status the day prior to and the day following a holiday to be eligible for vacation day credit. If a holiday falls on a Saturday, the Friday before will be the paid holiday. If a holiday falls on a Sunday, the Monday following will be a paid holiday.

1 **ARTICLE 5: CONTINUING EDUCATION**

2 It is the responsibility of all paramedic personnel to meet the University of Washington  
3 School of Medicine Harborview Medical Center requirements for continuing medical education.  
4 Meeting these requirements is a condition of employment necessary to maintain the employee's  
5 certification as a Physician Trained Mobile Intensive Care Paramedic in King County, Washington.  
6 The EMS Division is responsible to provide or to identify sufficient opportunities to bargaining unit  
7 members to attain their required CME hours. Failure to satisfactorily complete the required number  
8 of hours in a timely manner will result either in disciplinary action or separation from employment  
9 for failure to meet a minimum qualification.

10 The parties share an interest in providing exceptional services to the citizens of King County.  
11 Quality training is necessary to assure that such services are provided. Both parties, as well as the  
12 individual employees represented by the union, share the responsibility of making sure every  
13 employee in this bargaining unit completes required training hours in a timely manner. To further  
14 that end, the parties agree to the following:

15 ***1. Training that does not require overnight accommodation:***

16 a. Requests to sign up for Continuing Medical Education (CME) courses that do not  
17 require overnight stays are subject to approval by the Medical Service Administrator (MSA) or  
18 his/her designee, who will approve such requests subject to staffing and budget criteria. Attendance  
19 at such courses is deemed "pre approved" (for those who have not yet fulfilled their required CME  
20 obligations for the certified period) but are subject to the MSA's authorization the same as any  
21 request for leave or for a special assignment is subject to approval. Requests should be submitted in  
22 writing to the Training MSO 3, consistent with any procedural requirements set out by the Medical  
23 Services Administrator (MSA). The intent of this language is that requests to attend "pre approved"  
24 classes are expedited.

25 b. There are two types of "pre approved" CME courses. The first type of "pre  
26 approved" course is one that 1) qualifies for CME credit in the King County Medic I Program, and 2)  
27 no overnight stay is required, and 3) the requesting employee has yet to complete his/her required  
28 credit for the certification year. Certain CME courses are "mandatory" in that King County

specifically requires attendance at that particular course. Other courses are not specifically required, but do qualify for CME credit. Either “mandatory” or non mandatory courses that qualify for CME credit qualify as “pre approved” when no overnight stay is required and the employee has yet to meet his/her certification year requirements. The second type of “pre approved” courses are the “Tuesday Series” classes at Harborview, and King County Medic I CE Trainings, whether or not such classes meet the three (3) criteria listed above. Such classes will not require overnight accommodation.

c. Bargaining unit members are encouraged to attend such courses on duty. When off-duty attendance is approved by King County, the employee shall be paid 1-1/2 (one and one-half) times his/her regular hourly rate of pay for the hours in attendance. There will be no pay for travel time except where required by Federal or State law. Reimbursement for parking will be pursuant to King County rules.

d. King County will consider several factors, including but not limited to staffing needs and the number of hours the employee needs to meet certification requirements, in approving such requests.

e. The parties agree that the number of CME credits required by the King County Medic I Program Medical Director and King County are subject to change. The parties also understand that the specific courses required by King County, including but not limited to the quality, content and quantity, location and scheduling of such courses, are subject to change. The parties agree that such requirements and such changes are entirely at the discretion of King County, and King County is under no obligation to bargain such changes, except as required by law. King County will, of course, notify employees of any change in CME requirements.

f. The Training Unit of EMS in King County is committed to notifying bargaining unit members of scheduled CME courses after the County receives notices of such training courses.

g. I.A.F.F., Local 2595 is committed to encouraging members to fulfill their CME recertification requirements as early as possible in the recertification period rather than waiting until the last few months to request leave for training.

## ***2. Training that requires overnight accommodations:***

a. Authorization for any overnight travel purpose of CME training is not granted by

1 way of this Agreement. All training that involves an overnight accommodation is entirely within the  
2 discretion of King County Public Health/Emergency Medical Services to grant or deny, and is subject  
3 to the rules set forth by King County.

4           **b.** If a request for training that requires an overnight stay is granted, it shall not be  
5 precedent-setting, and past practice with respect to the training allowed and the number of people  
6 allowed to attend shall have no bearing on future decisions or requests.

7           Employees shall not be compensated for study time.

**ARTICLE 6: SICK LEAVE**

**Section 1A.** Every regular full-time employee shall accrue sick leave benefits at a monthly rate of 9.6 hours per month for each month in County service ; except that sick leave shall not begin to accrue until the first of the month following the month in which the employee commenced employment. The employee is not entitled to sick leave if not previously earned.

**Section 1B.** Paramedic Supervisors and Paramedics assigned to a forty (40) hour workweek for one calendar month or more shall accrue sick leave benefits at a rate of eight (8) hours per month for each month of County service.

**Section 2.** Sick leave may be used in one-half hour increments, at the discretion of the division manager or department director.

**Section 3.** There shall be no limit to the hours of sick leave benefits accrued by an employee.

**Section 4.** Employees are eligible for payment on account of illness for the following reasons:

- a. Employee illness;
- b. Noncompensable injury of an employee (e.g., those injuries generally not eligible for worker's compensation payments);
- c. In accordance with Family Medical Leave as provided by King County ordinance and relevant state and federal law;
- d. Employee exposure to contagious diseases and resulting quarantine;
- e. In accordance with the Washington State Family Care Act;
- f. Up to twenty-four (24) hours of sick leave may be used by regular full time employees within seven (7) days of the birth or adoption of their child.

Sick leave may be used for medical, dental or optical appointments only in cases of emergency. Otherwise such appointments shall be scheduled during off-shift hours. Department management is responsible for the proper administration of this benefit. Verification of illness from a licensed physician may be required for any requested sick leave absence.

**Section 5.**

- a. In cases of family care or death where no sick leave benefit is authorized or exists,

an employee may be granted furlough or leave without pay, pursuant to King County rules and State or Federal law.

b. In the application in any of the foregoing provisions, furlough or regular days off falling within the prescribed period of absence shall not be charged.

**Section 6.** Separation from County employment, except by reason of retirement or layoff due to lack of work or funds or efficiency reasons, shall cancel all sick leave currently accrued to the employee. Should the employee resign in good standing and return to the County within two (2) years, accrued sick leave shall be restored.

**Section 7.** County employees who have at least five (5) years County service and retire as a result of length of service or who terminate by reason of death shall be paid an amount equal to thirty-five percent (35%) of their unused, accumulated sick leave, without a maximum. All payments shall be based on the employee's base rate.

**Section 8.** Employees injured on the job may not simultaneously collect sick leave and workers' compensation payments in a total amount greater than the net regular pay of the employee.

**Section 9. Bereavement Leave.**

a. Regular full-time employees working back-to-back shifts shall be entitled to forty-eight (48) hours of bereavement leave a year due to death of members of their immediate family. For purposes of this section, "immediate family" means spouse, child, parent, son-in-law, daughter-in-law, grandparent, sibling, domestic partner, and the child, parent, sibling, grandparent or grandchild of the spouse or domestic partner.

b. Regular full time 40 hour employees shall be entitled to three (3) days of bereavement leave a year.

c. Regular full-time employees who have exhausted their bereavement leave shall be entitled to use sick leave in the amount of one day/shift (twenty-four (24) hours for shift employees, one day for 40 hour employees) for each instance when death occurs to a member of the employee's immediate family.

**Section 10.** An employee who is unable to perform his/her regularly assigned duties because of injury or illness that is not incapacitating may accept an assignment by the Division Manager or

1 his/her designee to other tasks necessary to the operation of the paramedic program. Employees  
2 accepting such assignments shall work no more than eight (8) hours per day and shall be  
3 compensated for all such hours at his/her straight-time hourly rate in lieu of sick leave benefits. The  
4 difference in the hours worked in the special assignment and the normal scheduled hours of work  
5 shall be charged to sick leave so that the semi-monthly paycheck shall reflect the same salary as if  
6 assigned to normal duties.

7 **Section 11. Special Sick Leave.** Thirty-six (36) hours of sick leave, noncumulative, annually  
8 renewing, will be placed in a sick leave bank after an employee has exhausted all regular sick leave.

9 **Section 12. Industrial Insurance Benefit Supplement.** All newly hired Paramedics and  
10 Paramedic Supervisors shall be provided with either eight (8) twenty-four (24) hour shifts or twenty-  
11 three (23) eight (8) hour shifts of benefit supplement, depending on shift assignment, which shall be  
12 used only to supplement the employee's industrial insurance benefit should the employee be injured  
13 on the job during his or her first calendar year on the job in accordance with the supplemental  
14 disability leave provisions of state law. The benefit supplement shall not be used until three (3) days  
15 of regular sick leave have been used for each incident of on-the-job injury. In the event there is no  
16 regular sick leave, the benefit supplement shall be immediately available for an on-the job injury.  
17 During the second year of employment, and for all succeeding years, all Paramedics and Paramedic  
18 Supervisors shall be provided either eight (8) twenty-four (24) hour shifts or twenty three (23) eight  
19 (8) hour shifts of benefit supplement, depending on shift assignment, which shall only be utilized in  
20 the circumstances as herein described. The benefit supplement is non-cumulative, but is renewable  
21 annually.

22 This section shall be interpreted consistent with Article 11 Section 3.  
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**ARTICLE 7: WAGE RATES**

**Section 1A.** It shall be the intent and purpose of the Employer and the Union to use the All Cities CPI-W (September to September) standard for this and future wage contracts. Further, the Union acknowledges an impact on the Employer due to a previous court ruling on the FLSA 7k exemption and agrees to a waiver of three and one-half percent (3-1/2%) (of parity) of the regular wages negotiated by comparing I.A.F.F. 2595's wages to comparables agreed upon by both parties. It shall be the intent and purpose of the Union to abide by this waiver in future negotiations barring change in either the court's interpretation of the 7k exemption or the hours worked per week by the employee group as a whole.

**Section 1B.** The hourly wage rate effective January 1, 2004 for Paramedics and Paramedic Supervisor shall be as set in Addendum A of this agreement. Addendum A reflects a three percent (3%) increase to base wages for all bargaining unit members in the bargaining unit effective on January 1, 2004.

**Section 1C.** Effective January 1, 2005 base wages in effect on December 31, 2004 for all bargaining unit members shall be increased by three percent (3%).

**Section 1D.** Effective January 1, 2006, base wages in effect of December 31, 2005 for all bargaining unit members should be increased by 90% CPI-W All Cities Index (September 2004 – September 2005) with a maximum increase of six (6) percent but no less than two (2) percent.

**Section 1E.** The hourly wage rates for Paramedics assigned to a forty (40) hour workweek position shall be the annual Paramedic salary (hourly rate X 2496) divided by 2080 hours per year as reflected in the wage addendum, Addendum A.

**Section 1F.** The hourly wage rate of Paramedics assigned as Field Training Officers (FTO's) shall be the applicable hourly wage rate of Paramedics plus five (5) percent for those hours on regular duty when they are directly supervising and training new hires on probation. This additional pay is considered temporary and does not represent a promotion. FTO pay shall also apply when an FTO is assigned to the direct supervision of an employee involved in the process of reentry.

**Section 2.** The hourly wage rates for Paramedic Supervisors (MSOs) assigned to a 40-hour workweek position shall be as stated in the wage addendum, Addendum A. Forty (40)-hour

1 paramedic supervisors (MSOs) shall also receive an additional premium equal to three and one half  
2 percent (3 1/2%) of the MSO wage rate for all hours worked as a 40 (forty) hour non-shift paramedic  
3 supervisor (MSO), as outlined in Addendum A.

4 **Section 3.** The hourly wage rates for Paramedic Supervisors assigned to twenty-four (24)  
5 hour shifts shall be the applicable Paramedic hourly wage rates plus ten percent (10%).

6 **Section 4.** The hourly wage rate for paramedic supervisor MSO Operations (MSO # 2) shall  
7 be the forty (40) hour Paramedic Supervisor MSO wage rate referred to in Section 2 above, plus five  
8 percent (5%). This replaces the 5% “lead” pay the Operations MSO received prior to the effective  
9 date of this contract.

10 **Section 5.** Twenty-four (24) hour shift Paramedics who are taken off their normal shift and  
11 assigned to work a forty (40) hour day shift for one (1) work week (five (5) consecutive days) or  
12 more, pursuant to Article 9 Section 3 (Hours) of this agreement, shall be paid consistent with their  
13 forty (40) hour assignment, including the three and one-half percent (3-1/2%) premium referred to in  
14 Article 7 Section 2 above.

1 **ARTICLE 8: OVERTIME**

2 **Section 1.** Except as otherwise provided in this Agreement, all employees shall receive one  
3 and one-half (1-1/2) times the regular hourly rate for hours worked in excess of forty (40) hours per  
4 week.

5 **Section 1A.** Shift Paramedic Supervisors may be assigned to cover non-supervisory  
6 Paramedic vacancies during their regular hours of work at straight time. Forty (40)-hour (non-shift)  
7 Paramedic Supervisors may be assigned to cover Shift Paramedic Supervisor vacancies during the  
8 forty (40) hour week at forty (40) hour straight time. It is intended that this use of forty hour  
9 Paramedic Supervisors will be of a temporary nature, normally not to exceed four (4) hours. Also see  
10 Article 9 Section 9 and wage addendums.

11 **Section 2.** A minimum of three (3) hours at the overtime rate shall be allowed for each  
12 callout except employees called out to perform Paramedic duties in outlying areas of King County as  
13 part of a fire department response team, shall be compensated at one and one-half (1-1/2) times the  
14 regular hourly rate, for the actual time worked (and shall not receive the three (3) hour minimum).  
15 Where such overtime exceeds three (3) hours, the actual hours worked shall be allowed at the  
16 overtime rate.

17 **Section 3.** All overtime shall be authorized by the Department Director or his/her designee in  
18 writing.

19 **Section 4.** Emergency work at other than the normal scheduled working hours, or special  
20 scheduled work hours shall be credited as overtime. In the event this overtime work is accomplished  
21 prior to the normal working hours and the employee subsequently works his/her regular shift, his/her  
22 regular shift shall be compensated at regular time.

23 **Section 5.** Off duty court time required as a result of an employee's work assignment shall be  
24 compensated at a minimum of two (2) hours; said time to be computed from the time the employee  
25 leaves his/her home for court, including any time spent securing evidence or other material necessary  
26 for the court appearance, to the time he/she returns to his/her home, such time to be computed using  
27 the most direct route available.

28 **Section 6.** Overtime that occurs as a result of vacations or illness or any other absence that

1 results in a position that will have to be filled by a Paramedic or Paramedic Supervisor working  
2 overtime shall be filled by an off-duty Paramedic or Paramedic Supervisor from the established off-  
3 shift availability list which shall operate per this contract and written policy.

4       **Section 7.** There shall be no practice of compensatory time off except by mutual agreement  
5 between the employee and the employer. Compensatory time shall be earned at the rate of one and  
6 one-half (1-1/2) times the regular rate.

7       **Section 8.** Hold-over time worked as an extension of a regular working shift shall be paid at  
8 time and one-half (1-1/2) the regular hourly rate to the next even one-half hour time period.

**ARTICLE 9: HOURS OF WORK**

**Section 1.** The working hours of employees affected by this Agreement shall be the equivalent of forty-eight (48) hours per week (2496 on an annualized basis.)

**Section 2.**

a. Effective January 1, 1993 Paramedics and Paramedic Supervisors assigned to twenty-four (24) hour shifts shall be assigned to one of four (4) shift platoons. Assignment to platoons will be made by management at the discretion of management.

b. The work schedule for Paramedics and Paramedic Shift Supervisors shall be as follows: one (1) twenty-four (24) hour shift on, one (1) twenty-four (24) hour shift off, one (1) twenty-four (24) hour shift on, followed by five (5) consecutive twenty-four (24) hour periods off. The above cycle is repeated ad infinitum, except that twelve (12) additional twenty-four (24) hour shifts will be worked in a calendar year, for a total number of one hundred and four (104) shifts every calendar year, provided that implementation of the above schedule within a calendar year period may result in the scheduling of either more or less than twelve (12) additional shifts in order to arrive at the total of 104 shifts within the calendar year period. Shift employees added during the calendar year shall have their Medic X shift assignment prorated. Prorated Medic X hours shall be assigned as Medic X shifts and/or UMX shifts in accordance with the provisions of this contract. Partial Medic X shifts shall be assigned as UMX shifts. These regular and extra shifts shall not be scheduled in such a manner as to cause the employee to work more than three (3) shifts (72 hours) in any eight-day (192 hour) period, additionally providing that no more than four (4) Medic X shifts be scheduled in any sixty (60) consecutive day period; and, providing further that no more than two (2) Medic X shifts be scheduled in any consecutive thirty (30) day period during the calendar year unless there is mutual agreement by both parties. To the extent an employee's furlough interferes with the scheduling of that employee's Medic X shifts, management may request that employee to work Medic X shifts at more frequent intervals. Medic X shifts shall not be assigned on the following days for the purpose of filling furlough requests without the written agreement of the employee assigned: Easter, July 4, Thanksgiving Day, Christmas Eve, and Christmas Day. The employees agree to hold management free of liability for failure to assign a Medic X shift to cover a furlough request for any

1 of the above days.

2           c. The Employer shall establish a pool of UMX shifts that cannot be assigned except  
3 as third-person shifts due to contractual restrictions on Medic X scheduling or an absence of open  
4 and/or scheduled furlough shifts. This pool shall contain up to a maximum of two times the number  
5 of Paramedics employed at the time of the assignment of Medic X shifts. Individual Paramedics  
6 shall be given no more than two UMX shifts each and these shall be distributed as evenly as possible  
7 among the four platoons. Dates of open shifts will be offered as illness, disability, scheduled and  
8 unscheduled furlough or the departure of an employee create open shifts. Paramedics with UMX  
9 shifts shall choose a date or dates from those offered to complete their contractual requirements in  
10 Article 9, Section 2b. The Employer shall review the UMX pool and shall use the following  
11 formulas, if necessary, to reduce the number of UMX shifts in the pool to meet the limits as set forth  
12 below:

13           **April 1:** The Employer shall assign to open shifts or as third-person shifts the difference, if  
14 any, between fifty percent (50%) of the number of UMX shifts in the December 1 pool and the  
15 number of UMX shifts worked (and scheduled to work) as of this date. Additionally, or in  
16 conjunction with the above assignment; for each employee who still has more than twenty-four (24)  
17 hours of UMX time remaining as of this date, the employer shall assign one shift to an open shift or  
18 to a third-person shift. Partial shifts may be assigned by mutual agreement.

19           **August 1:** Assign the remaining UMX shifts or portions of shifts to open shifts or as third-  
20 person shifts.

21           The above third-person assignments shall be scheduled so as not to interfere with employees'  
22 scheduled furloughs in accordance with the provisions in Article 4.

23           A UMX shift assigned as a third person shift may be converted to a furlough day off by  
24 mutual agreement of both parties.

25           d. Throughout the year the Employer may offer Paramedics and Shift Paramedic  
26 Supervisors assigned third-person shifts the option of transferring to an open shift as these become  
27 available. In order to promote flexibility in scheduling UMX shifts, or rescheduling third-person  
28 shifts, partial increments of twenty-four (24) hours shifts may be utilized by mutual agreement of

1 both parties.

2                   **Section 2A. Standard Workweek.** The FLSA workweek for both shift employees and  
3 40 hour employees shall be as determined by King County. The standard hours of work for a  
4 Paramedic Supervisor or a Paramedic assigned to a forty (40) hour workweek shall consist of five (5)  
5 consecutive standard workdays not to exceed eight (8) hours each workday and not to exceed forty  
6 (40) hours per week, Monday through Friday inclusive. Paramedic Supervisors or Paramedics who  
7 are subject to call out during their meal period shall work an eight (8) hour day inclusive of the meal  
8 period. No overtime will be paid for the meal period. Paramedic Supervisors and Paramedics not  
9 subject to call out during their meal period shall work an eight (8) hour day exclusive of a one (1)  
10 hour meal period.

11                   **Section 2B.** Notwithstanding the provisions of Section 2A. above, there may be  
12 established a workweek consisting of four (4) consecutive workdays of ten (10) consecutive hours  
13 each workday. Any established four/ten workweek shall provide for three (3) consecutive days off,  
14 one of which shall be a Saturday and/or a Sunday.

15                   **Section 3.** Modification of the above work schedule shall be allowed, including a light duty  
16 assignment when required by program needs, or upon request by any employee in the bargaining unit  
17 wishing to work a modified work schedule, provided there is prior agreement between the Employer  
18 and the Employee and with the concurrence of the Union. Applicable benefits and contractual  
19 obligations shall be prorated. Paramedics assigned to work a 40 hour shift on a temporary basis shall  
20 be paid consistent with Article 7 Section 5 of this agreement.

21                   In the event of an emergency situation (one which cannot reasonably be anticipated through  
22 the use of planning) resulting in an open shift, or portion of a shift, in the staffing of Paramedic units  
23 or Shift Paramedic Supervisor positions, the following procedures shall be utilized in the order listed  
24 below in Section 4. Being "Registered" shall mean having completed an off-shift registration form  
25 making oneself available to work a shift or portion of a shift. Call up policy shall dictate the precise  
26 procedures for filling a shift or portion of a shift.

27                   **Section 4. Extra Duty Coverage for Both Paramedics and Paramedic Supervisors (MSOs).**

28                   The following order shall apply for soliciting extra-duty coverage:

- 1                   1. Use on-duty extra employee, including bumping up on duty actor or Shift
- 2                   Paramedic Supervisors (SPS) / shift Medical Services Officers (MSO).
- 3                   2. Solicit coverage from the off-shift availability list.
- 4                   3. Solicit coverage by issuing an “All Call”.
- 5                   4. Assign mandatory coverage per policy.

6           The procedure used for contacting employees shall be defined by policy. All employees are  
7 eligible to accept extra-duty work assignments for which they are qualified, provided the extra-duty  
8 work assignments do not conflict with regularly scheduled hours of work. All employees may accept  
9 extra-duty assignments at the overtime rate while on approved furlough. All paramedics and  
10 paramedic supervisors are qualified to fill paramedic positions. All shift paramedic supervisors and  
11 acting SPS are qualified to fill shift supervisor positions, provided that an on duty actor or SPS will  
12 be bumped up first and the paramedic position filled. The shift actor shall have first priority when  
13 the shift supervisor is absent. Any shift supervisor or actor on duty shall then be bumped up to fill  
14 the vacant shift supervisor position.

15           Any employee wishing to be contacted to work extra-duty assignments shall be registered.  
16 All UMX hours must be worked prior to being eligible for overtime compensation for those  
17 registered on the off-shift availability list. Employees not registered off the list shall be offered the  
18 work based upon their cumulative hours of overtime worked to date for the calendar year. The  
19 responding employee with the least number of cumulative extra-duty hours worked to date will be  
20 assigned the work. In the event that coverage cannot be solicited from employees on the list, all  
21 employees will receive an “All Call” to offer the work. The qualified employee who responds to the  
22 “All Call” with the lowest cumulative extra-duty hours worked will be assigned the work.  
23 Employees hired mid-year will be given a prorated number of cumulative overtime hours based upon  
24 the highest number of extra-duty hours worked to date by any employee.

25           **Section 5.** Shift changes or any portion of a shift change in scheduled shifts may be  
26 exchanged on an equal basis between the Paramedics involved (or between the Paramedic  
27 Supervisors and the Acting Shift Paramedic Supervisors involved), subject to approval of  
28 management and with no premium payment allowed. Pay back dates shall be in the same year as

1 the requested trade with the exception of trades made after the publication of the actual annual  
2 schedule.

3 **Section 6.** The employer agrees to an Early Relief program for all employees covered by this  
4 Agreement. Early relief is to be provided by means of trade on a position-for-position basis, with an  
5 appropriate entry in the log.

6 **Section 7.** Training and drill hours for two (2) person Primary Response Crews shall be from  
7 one (1) hour after shift change and for eight (8) hours thereafter. The total number of scheduled  
8 hours for Training and Drill shall not normally exceed four (4) hours per shift for Primary Response  
9 Crew. For purposes of this section, training is defined to include those subjects that pertain to  
10 Advanced Life Support as defined in R.C.W. 18.71 as may be amended.

11 **Section 8.** Employees shall not be required to perform duties not related to Primary Response  
12 requirements and readiness between the hours of 1800 hours and shift change.

13 **Section 9. Overtime Rates.** Hourly overtime (OT) rates for overtime hours worked by  
14 overtime-eligible employees shall be set as required by law. Premiums shall be included in the  
15 hourly OT rate to the extent required by law only. The 3.5% premium for 40 hour MSOs is a “non-  
16 shift” premium (or a “shift differential” under the FLSA). When an MSO is not working the 40 hour  
17 schedule, s/he is not eligible for such premium.

18 When a 40-hour MSO works overtime as a (24 hour) shift paramedic or (24 hour) shift MSO,  
19 consistent with Article 8, Section 3, his/her hourly OT rate shall be that of a (24 hour) shift MSO.  
20 However, overtime hours worked by a 40-hour non-shift employee which are directly related to  
21 his/her primary 40-hour non-shift responsibilities shall include the 3.5% 40-hour “non shift”  
22 premium.

## **ARTICLE 10: PROMOTION AND ACTING SHIFT SUPERVISOR POSITIONS**

**Section 1A.** Within thirty (30) calendar days following the creation or development of an opening(s) in the Paramedic Supervisor classification, the employer shall choose a candidate from the current four (4) acting MSOs and the top three (3) ranking candidates for the Administrative (40 hour) MSO positions. All promotions to Paramedic Supervisor positions within the bargaining unit shall be based on the results of a two-stage examination process among bargaining unit personnel.

The two career paths identified for Paramedic Supervisors are Operations and Administration. Operations Paramedic Supervisors are to be considered synonymous with the 24 hour Shift Paramedic Supervisor. Administrative Paramedic Supervisors are forty (40) hour positions and include the Paramedic Supervisor (Training MSO 3 and MSO 4) and Paramedic Supervisor (Administration MSO 2), and the Paramedic Supervisor (Emergency Management MSO 10).

Stage One shall consist of an independent examination process to determine the qualities which are required to qualify for promotion to any Paramedic Supervisor position. Candidates who pass Stage One testing will be ranked according to their scores. Stage Two shall be designed to select those candidate(s) qualified for the specific duties of each Paramedic Supervisor position. Those Paramedic Supervisor candidates will then be ranked from the composite score from Stage One and Stage Two testing.

**Section 1B.** Examinations shall be conducted objectively and comprehensively. A description of the subject matter to be covered by each examination shall be provided to the Union and posted conspicuously in designated areas not less than sixty (60) calendar days prior to the examination. Text and reference materials that are appropriate and which may be used for study purposes, shall be maintained by the Employer and shall be made available to each individual who wishes to prepare for the examination.

**Section 2.** Written and oral examinations shall be developed by an independent testing service and administered by The County. The Employer and the Union may each designate an observer to attend the administration of any examination.

**Section 3.** For each examination, the independent examining agent shall ensure that the examination is impartially administered. The County and the Union shall appoint participants to a

1 Test Team that will oversee test design, test validation and test administration. No other EMS  
2 personnel except for Test Team participants, including those outside the bargaining unit, will have  
3 prior access to, or prior notice of, specific examination procedures, questions or the identity of any  
4 oral examiners selected for the examination. The County will attempt to select oral examiners from  
5 outside of The County and/or the Medic One Services Area. In preparation for the creation of each  
6 examination, representatives of the employer and union will meet with the examiner. The employer  
7 shall provide a job description, job posting and Classification Specification for each position being  
8 tested. The union and the employer will review the qualifications required to fill each position.  
9 Union representatives may offer comments and suggestions, or voice objections as to how the  
10 examination is to be conducted. Candidates shall be permitted to review their examination scores.  
11 Upon request, a confidential written explanation shall be provided to each candidate identifying a  
12 candidate's strengths and weaknesses. In the event of ties between two or more candidates seniority  
13 shall be used to determine ranking on the Promotional Lists.

14 **Section 4.** The Promotional List will be considered current for three (3) years. Management  
15 and the Union may mutually agree to allow Employer to test for a new Promotional List prior to the  
16 expiration or exhaustion of the current list.

17 Future Promotional Lists for Paramedic Supervisory positions shall be completed at least  
18 ninety (90) days prior to the expiration date of the list.

19 **Section 5.** The Promotional List for Acting Shift Paramedic Supervisor shall consist of the  
20 eight (8) highest scoring candidates. The MSA may appoint additional acting MSOs from the list of  
21 eight (8) as determined by program needs. There shall be four (4) Acting Shift Paramedic Supervisor  
22 (ASPS) positions, one (1) for each platoon. The employer shall select the ASPS by choosing the top  
23 ranking candidate(s) for each open position. In the event the selected actor is unable to perform the  
24 duties and responsibilities associated with the ASPS position, or is promoted to a new position, then  
25 the employer shall select the next ranked candidate on the promotional list for the ASPS position.

26 In consideration of the employer's obligation to schedule furlough in advance, it is agreed that  
27 if there exists another eligible candidate for the ASPS position who resides on the same platoon as  
28 the vacated position, the employer may choose to select the next highest-ranking eligible candidate

1 on that platoon to fill the vacated ASPS position. This assignment shall be on an interim basis until  
2 the end of the calendar year. On January 1, the interim ASPS will be returned to the eligibility list in  
3 their previous ranked order, and the employer shall then select the next highest-ranking candidate  
4 from the entire list to fill the open ASPS position.

5 The Training Supervisor and Administration Supervisor Promotional List shall consist of the  
6 three (3) highest scoring candidates from each applicable two-stage examination selection process. If  
7 the Promotional List is exhausted, the Employer shall retest in order to establish a new Promotional  
8 List.

9 **Section 6.** Each Acting Shift Paramedic Supervisor shall be given a minimal opportunity of  
10 twenty-four (24) hours per month to perform all duties associated with that Paramedic Supervisor  
11 position. The Employer shall utilize Acting Shift Paramedic Supervisors to replace or supplement  
12 Paramedic Supervisors due to temporary illness/disability/special projects and furlough in accordance  
13 with the usual call up procedures. These Acting Shift Paramedic Supervisors shall be paid at the rate  
14 consistent with their Acting position (and years of service) in one-half (1/2) hour increments.  
15 Paramedics-in-training for the Acting positions shall be paid their customary rate.

1 **ARTICLE 11: BENEFITS**

2 **Section 1.** The County presently participates in group medical, dental and life insurance  
3 programs. The County agrees to maintain the level of benefits currently provided by these plans for  
4 the duration of this Agreement, provided that the Union and County agree to incorporate changes to  
5 employee insurance benefits which the County may implement as a result of the agreement of the  
6 Joint Labor-Management Insurance Committee. Additionally, the waiting period for full medical  
7 benefits shall be reduced to the first (1st) day of the calendar month after employment begins.

8 **Section 2.** Due to the unique duties performed by employees in this bargaining unit which  
9 potentially expose them to communicable diseases in noncontrolled environments, the County will  
10 provide continued medical insurance for a period of twenty-four (24) months maximum, in any  
11 consecutive thirty-six (36) month period during which time an employee is on authorized leave of  
12 absence without pay due to a communicable disease. Provision of benefits under this section is not to  
13 be construed as either an admission or denial that the disease is work-related for purposes of  
14 administering the County's Workers' Compensation Program.

15 **Section 3.**

16 a. Employees who qualify for state industrial insurance payments due to a temporary  
17 total disability shall receive a disability supplement as described below.

18 b. The disability supplement shall be an amount which, when added to the state  
19 industrial insurance payment, will result in the employee receiving the same pay as he or she would  
20 have received for full-time active service, taking into account that industrial insurance payments are  
21 not subject to federal income or social security taxes.

22 c. One-half of the disability supplement shall be paid by the Employer. One-half of  
23 the disability supplement shall be charged against the accrued leave of the employee. In computing  
24 the charge, accumulated leave shall be converted to a money equivalent based on the regular monthly  
25 salary of the employee, before deduction and excluding overtime pay.

26 d. The disability supplement shall continue for as long as the employee is receiving  
27 state industrial insurance payments, to a maximum of six (6) months.

28 e. While an employee is receiving a disability supplement, the employee, subject to

1 the approval of his or her treating physician, shall perform such light duty tasks as the Employer may  
2 require. The County may require that a physician of its choice provide a second opinion as to the  
3 availability for light duty of any employee receiving a disability supplement.

4 f. While receiving a disability supplement, the employee shall continue to receive all  
5 insurance benefits provided by the Employer.

6 g. If the employee's accrued sick leave is exhausted while receiving a disability  
7 supplement, the employee may, for a period of two months after return to active service, draw  
8 prospectively on sick leave to a maximum of three shifts. Any such sick leave drawn upon shall be  
9 charged against earned sick leave until the employee has accrued the amount used.

10 **Section 4.** This Article shall be interpreted consistent with Article 6 Section 12.

11 **Section 5.** The Union acknowledges the self-directed Deferred Compensation Plan (IRC 457)  
12 offered by the County to its employees.

**ARTICLE 12: MISCELLANEOUS**

**Section 1.** An employee elected or appointed to office in a local of the signatory organization which requires a part of or all of his/her time shall be given leave of absence up to one (1) year without pay upon application.

**Section 2.** All employees who have been authorized to use their own transportation on County business shall be reimbursed at the rate established by ordinance of King County Council.

**Section 3.**

a. Employees who are elected to serve on the Union negotiating committee shall be allowed time off from duty to attend negotiating meetings with the County provided, however, that the total cumulative time expended during negotiations does not exceed two (2) hours at County expense for every one (1) hour of negotiations, and provided further, that prior approval is granted by the division manager.

b. Employees representing the Union shall be permitted time-off with pay to attend Union conferences, seminars, classes and other functions of importance to the Union, provided that the Union provides an acceptable replacement for the position, and that the wage cost to the Employer is no greater than the cost that would have been incurred had the Union representative not taken time-off. The Union shall also provide the Employer written notice at least forty-eight (48) hours before the event (unless an emergency, wherein verbal notice shall be followed by written confirmation) and shall compensate the Employer for overtime costs if the scheduled replacement fails to show for reasons other than ill health.

**Section 4.** The Department administration shall afford union employee representatives a reasonable amount of time while on duty to consult with appropriate management officials and/or aggrieved employees, provided that the Union representative and/or aggrieved employees contact their immediate supervisors, indicate the general nature of the business to be conducted, request necessary time without undue interference with assignment duties. Time spent on such activities shall be recorded by the Union representative on a time sheet provided by the supervisor. Union representatives shall not use excessive time in handling such responsibilities.

**Section 5.** Paramedics will be provided with protective clothing. Personal property,

uniforms and/or clothing damaged in the line of duty will be repaired or replaced at Division option and expense to a maximum, annual, cumulative cost of \$250.00.

In addition, each paramedic will have available an annual clothing allowance of \$450.00 from which to receive reimbursement for purchase of uniforms specified by the Division. An additional one-time expenditure of \$100.00 shall be allocated for an employee who by virtue of classification change is required to purchase new uniform items. Paramedics can receive reimbursement for personal protective eyewear. To be eligible for reimbursement, purchases must be for Division approved uniforms and must be substantiated by receipts. Maintenance of such uniforms is the responsibility of the employee.

#### **Section 6.**

a. The employee and/or a representative may examine the employee's personnel files in the offices of Emergency Medical Services if the employee so authorizes in writing. Material placed into the employee's files relating to job performance or personal character shall be brought to his or her attention prior to placement in the file. The employee may challenge the propriety of including it in the files. If, after discussion, management retains the material in the file, the employee shall have the right to insert contrary documentation into the file. If the affected employee believes that a deficiency has been corrected, he or she may request, in writing, to have a review of the documentation included in his/her file. Unauthorized persons shall not be given access to employee files or other personal data relating to the employee. The Manager of Emergency Medical Services will determine staff authorized for access to personnel files and a record of access shall be maintained.

b. Employees may, upon written request to local area medical directors, examine any materials and/or files related to the employee's medical performance, which said area medical directors, might be maintaining.

**Section 7.** If the Union acquires access to the LEOFF retirement system, the parties agree to reopen negotiations that might be needed to facilitate the conversion process. This reopener does not bind either party to incorporate new language to this contract. Negotiations shall convene within ninety (90) days of the effective date of the legislation. Furthermore, in the event that King County

1 decides to transfer paramedic services to the fire service, the parties agree to bargain the effects of  
2 such transfer, to the extent required by law.

3       **Section 8. Probation.** The probationary period for new employees shall be one (1) year from  
4 the date of hire by the County. A one (1) year probationary period shall apply to new Supervisors. A  
5 six (6) month probationary period shall apply to lateral new hires from other King County paramedic  
6 provider groups unless these new employees have less than one (1) year's experience with the  
7 previous Paramedic provider group. Dismissal from employment during or at the end of the  
8 probationary period shall conform to the established County process for probationary dismissals.

**ARTICLE 13: GRIEVANCE PROCEDURE**

The County recognizes the importance and desirability of settling grievances promptly and fairly in the interest of continued good employee relations and morale and to this end the following procedure is outlined. To accomplish this, every effort will be made to settle grievances at the lowest possible level of supervision.

Employees will be unimpeded and free from restraint, interference, coercion, discrimination or reprisal in seeking adjudication of their grievances. No employee may be disciplined except for just cause.

***Section 1. Definition.***

Grievance - An issue raised by an employee or the Union relating to the interpretation of rights, benefits, or conditions of employment as contained in this Agreement.

***Section 2. Procedure.***

**Step 1** – The employee and his/her representative shall reduce a grievance to writing, outlining the facts as they are understood, specifying the article and section of the contract that has been violated and the remedy that is sought and present the grievance to the Operations Manager or Division Manager in his/her absence, and to the union president, within fourteen (14) calendar days of the occurrence of the event. The Operations Manager shall gain all relevant facts and shall attempt to adjust the matter and notify the employee within ten (10) business days of grievance filing. If a grievance is not pursued to the next level within ten (10) business days, it shall be presumed resolved.

**Step 2** - If, after thorough discussion with the Operations Manager, the grievance has not been resolved, the written grievance may then be presented to the division manager or designee for investigation, discussion and written reply. The division manager shall make his/her written decision available to the union and aggrieved employee within ten (10) business days. If the grievance is not pursued to the next higher level by the union within ten (10) business days from the date of the written Step 2 decision, it shall be presumed resolved.

**Step 3** - If, after thorough evaluation, the decision of the Division Manager has not resolved the grievance to the satisfaction of the union, the grievance may be presented by the union to the

1 Labor Relations Manager, or his/her designee who shall approve or deny the grievance. The Labor  
2 Relations Manager, or his/her designee shall render a decision within ten (10) business days.

3 **Step 4** - Either the County or the Union may request arbitration within thirty (30) calendar  
4 days of conclusion of Step 3, and must specify the exact question that it wishes arbitrated. The  
5 parties shall then select a third disinterested party to serve as an arbitrator. In the event that the  
6 parties are unable to agree upon an arbitrator, then the arbitrator shall be selected from a panel of  
7 seven (7) arbitrators furnished by the Federal Mediation and Conciliation Service (FMCS) or the  
8 American Arbitration Association. The arbitrator will be selected from the list by both the County  
9 representative and the Union, each alternately striking a name from the list until one name remains.  
10 The arbitrator, under voluntary labor arbitration rules of the Association, shall be asked to render a  
11 decision promptly and the decision of the arbitrator shall be final and binding on both parties.

12 The arbitrator shall have no power to change, alter, detract from or add to, the provisions of  
13 this Agreement, but shall have the power only to apply and interpret the provisions of this Agreement  
14 in reaching a decision.

15 The arbitrator's fee and expenses shall be borne equally by both parties. Each party shall bear  
16 the cost of any witnesses and representatives appearing on that party's behalf. Court reporter's fees  
17 shall be borne by the party requesting same.

18 No matter may be arbitrated which the County by law has no authority over, has no authority  
19 to change, or has been delegated to any civil service commission or personnel board as defined in  
20 R.C.W. 41.56, 1967 Laws of the State of Washington.

21 There shall be no strikes, cessation of work or lockout during such conferences or arbitration.

22 Time restrictions may be extended by consent of both parties.

23 **Section 3.** If employees have access to multiple procedures for adjudicating grievances, the  
24 selection by the employee of one procedure will preclude access to other procedures; selection is to  
25 be made no later than at the conclusion of Step 2 of this grievance procedure.

**ARTICLE 14: BULLETIN BOARDS**

The employer agrees to permit the Union to post on County bulletin boards the announcement of meetings, elections of officers and any other Union material.

**ARTICLE 15: EQUAL EMPLOYMENT OPPORTUNITY**

The Employer or the Union shall not unlawfully discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, sexual orientation, marital status, mental, physical or sensory disability.

Alleged violations of this article may be pursued through Step 3 of Article 13, Section 2 (Grievance Procedure), but shall not be subject to Step 4 (Arbitration).

**ARTICLE 16: SAVINGS CLAUSE**

Should any part hereof or any provision herein contained be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions hereof; provided, however, upon such invalidation the parties agree to meet and negotiate such parts or provisions affected. The remaining parts or provisions shall remain in full force and effect.

1 **ARTICLE 17: WORK STOPPAGE AND EMPLOYER PROTECTION**

2 **Section 1.** The employer and, the I.A.F.F., Local 2595, agree that the public interest requires  
3 efficient and uninterrupted performance of all County services, and to this end pledge their best  
4 efforts to avoid or eliminate any conduct contrary to this objective. Specifically, I.A.F.F., Local  
5 2595, shall not cause or condone any work stoppage, including any strike, slowdown, or refusal to  
6 perform any customarily assigned duties, sick leave absence which is not bona fide, or other  
7 interference with County functions by employees under this Agreement and should same occur, the  
8 I.A.F.F., Local 2595, agrees to take appropriate steps to end such interference. Any concerted action  
9 in the nature of the activities described above by any employees in the bargaining unit shall be  
10 deemed a work stoppage if any of the above activities have occurred.

11 **Section 2.** Upon notification in writing by the County to the I.A.F.F., Local 2595, that any of  
12 its members are engaged in a work stoppage, they shall immediately, in writing, order such members  
13 to immediately cease engaging in such work stoppage and provide the County with a copy of such  
14 order. In addition, if requested by the County, a responsible official of the I.A.F.F., Local 2595, shall  
15 publicly order the employees to cease engaging in such a work stoppage.

16 **Section 3.** Any employee who commits any act prohibited in this article will be subject to the  
17 following action or penalties:

- 18 1. Discharge.  
19 2. Suspension or other disciplinary action as may be applicable to such employee.

**ARTICLE 18: WAIVER CLAUSE**

The parties acknowledge that during the negotiations resulting in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any and all subjects or matters not removed by law from the area of collective bargaining and the understandings and agreements arrived at by the parties after exercise of that right and opportunity are set forth in this Agreement. The County and the Union each voluntarily and unqualifiedly waive the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matters not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. All rights and duties of both parties are specifically expressed in this Agreement and such expression is all-inclusive. The Agreement constitutes the entire agreement between the County and the Union and concludes collective bargaining for its terms, subject only to the desire by both parties to mutually agree to amend or supplement at any time, and except for negotiations over a successor collective bargaining agreement.

1 **ARTICLE 19: REDUCTION-IN-FORCE**

2 **Section 1.** Employees laid off as a result of a reduction in force shall be laid off according to  
3 seniority within the Bargaining Unit, with the employee with the least time being the first to go.  
4 Bargaining unit seniority shall be defined as total county service. In the event there are two or more  
5 employees eligible for layoff within the division with the same seniority, the division head will  
6 determine the order of layoff based on employee performance. In the absence of performance  
7 evaluations, seniority shall be defined as the order in which the employee finished in their respective  
8 career service test.

9 Employees laid off in accordance with the provisions of this article will be eligible for rehire  
10 into positions of the same classification in the inverse order of layoff, provided they have a current  
11 paramedic certification.

12 **Section 2.** Employees entering County employment as of October 1, 1979, shall have their  
13 seniority date established from date of original certification as a Paramedic.

14 **Section 3.** Reductions of Paramedic Supervisor positions in that Paramedic Supervisor  
15 classification shall occur on the basis of length of service in supervisory classification. Supervisors  
16 whose positions have been eliminated may move to another supervisory position, provided that a  
17 supervisory position is vacant or filled by an interim appointment. Supervisors electing to occupy a  
18 vacancy or displace an interim appointment must have held the vacant position or be on the current  
19 promotional list for the vacant position. Supervisors may elect to bump the least senior Paramedic  
20 pursuant to Section 1 above.

1 **ARTICLE 20: CONFERENCE BOARD**

2       There shall be a Conference Board consisting of Union Executive Board and representatives  
3 of the County. (Any of the members may be replaced by an alternate from time to time.) The  
4 Conference Board shall meet quarterly or more frequently as determined by the Conference Board  
5 and shall consider and discuss matters of mutual concern pertaining to the improvement of the  
6 delivery of Paramedic services and the welfare of the employees. The purpose of the Conference  
7 Board is to deal with matters of general concern as opposed to individual complaints of employees;  
8 provided, however, it is understood that the Conference Board shall function in a consultative  
9 capacity and shall not be considered as a decision making body. Accordingly, the Conference Board  
10 will not discuss grievances properly the subject of the procedure outlined in Article 14, except to the  
11 extent that such discussion may be useful in suggesting improved Employer policies. Either the  
12 Union representatives or the Employer representatives may initiate discussion of any subject of a  
13 general nature affecting the operations of the Employer or its employees. An agenda describing the  
14 issue(s) to be discussed shall be prepared by the initiating party and distributed at least ten (10) days  
15 in advance of each meeting and minutes shall be kept.

**ARTICLE 21: DISCIPLINE**

Discipline is to be administered in accordance with King County policy and all applicable laws, to include the application of progressive discipline, where appropriate.

1 **ARTICLE 22: DURATION**

2 This agreement shall become effective upon ratification by the King County Council and shall  
3 be effective from January 1, 2004 through December 31, 2006, consistent with the agreement of the  
4 parties.

5  
6 **APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2004

7  
8  
9  
10 By \_\_\_\_\_

11 King County Executive

12  
13  
14  
15  
16 SIGNATORY ORGANIZATION:

17  
18 \_\_\_\_\_  
19 International Association of Fire Fighters, Local  
20 2595